

1 BILL NO. S-90-08-25

2 SPECIAL ORDINANCE NO. S-217-90

3 AN ORDINANCE approving  
4 Contract FOR ROOF REPLACEMENT  
5 FOR THE FORT WAYNE FIRE  
6 DEPARTMENT; FIRE STATION  
7 NUMBER TWO (#2), AND FIRE  
8 STATION NUMBER THIRTEEN (#13)  
between S.E. JAHN COMPANY,  
INC. and the City of Fort  
Wayne, Indiana, in connection  
with the Board of Public Works  
and Safety.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON  
10 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:


11 SECTION 1. That the Contract FOR ROOF REPLACEMENT  
12 FOR THE FORT WAYNE FIRE DEPARTMENT; FIRE STATION NUMBER TWO  
13 (#2), AND FIRE STATION NUMBER THIRTEEN (#13) by and between  
14 S.E. JAHN COMPANY, INC. and the City of Fort Wayne, Indiana,  
15 in connection with the Board of Public Works and Safety, is  
16 hereby ratified, and affirmed and approved in all respects,  
17 respectfully for:

18 Roof Replacement for the Fort Wayne Fire  
19 Department; Fire Station Number Two (#2), 2023  
20 Taylor Street, Fort Wayne, Indiana 46802; and  
Fire Station Number Thirteen (#13), 1103 East  
Coliseum Boulevard, Fort Wayne, Indiana 46805;

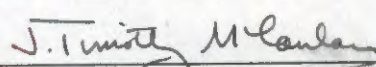
21 involving a total cost of Eighty-Two Thousand Five Hundred  
22 and no/100 Dollars (\$82,500.00).

23 SECTION 2. Prior Approval has been requested from  
24 Common Council on August 28, 1990. Two copies of said  
25 Contract are on file with the Office of the City Clerk and  
26 made available for public inspection, according to law.

27 SECTION 3. That this Ordinance shall be in full  
28 force and effect from and after its passage and any and all  
29 necessary approval by the Mayor.  
30

31   
32 Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
J. Timothy McCaulay, City Attorney





AIA Document A101

# Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

STIPULATED SUM

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

*The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

## AGREEMENT

made as of the twenty-second (22nd) day of August in the year of  
Nineteen Hundred and ninety (1990)

**BETWEEN** the Owner:

(Name and address)

The City of Fort Wayne  
through the Board of Public Works  
One Main Street  
Fort Wayne, Indiana 46802

and the Contractor:

(Name and address)

S.E. Jahn Company, Inc.  
1021 East Wallace Street  
Fort Wayne, Indiana 46803

The Project is:

(Name and location)

Roof Replacement for the Fort Wayne Fire Department;  
Fire Station Number Two (#2), 2023 Taylor Street, Fort  
Wayne, Indiana 46802, and Fire Station Number Thirteen  
(#13), 1103 East Coliseum Boulevard, Fort Wayne, Indiana  
46805.

The Architect is:

(Name and address)

Grinsfelder Associates Architects, Inc.  
903 West Berry Street  
Fort Wayne, Indiana 46802

The Owner and Contractor agree as set forth below.

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**ARTICLE 1**  
**THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2**  
**THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, ~~as follows~~

**ARTICLE 3**  
**DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

within 60 calendar days of the signing of the Contract, weather permitting.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

**3.2** The Contractor shall achieve Substantial Completion of the entire Work not later than

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

sixty (60) calendar days, weather permitting.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*



**ARTICLE 4**  
**CONTRACT SUM**

**4.1** The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of eighty-two thousand five hundred and no hundredths Dollars (\$82,500.00), subject to additions and deductions as provided in the Contract Documents.

**4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

Principal Bid Sum Number Three (#3)

(Coal tar BUR system/insulated/gravel surface for Fire Station Number Two (#2); coal tar BUR system/insulated/gravel surface/Roof Area D, and SBS modified asphalt roofing system/Roof Areas A, B, and C for Fire Station Number Thirteen (#13). \$82,500.00

(The cost for Informative Bid Number One, Informative Bid Number Two, and the Performance and Material Payment Bond is included in the Principal Bid Sum.)

**4.3** Unit prices, if any, are as follows:

The unit prices below shall determine the value of extra work or changes in the work, as applicable. It shall be considered complete and shall include all material and equipment, labor, installation costs, overhead and profit. Unit prices shall be used uniformly for additions or deductions.

1. Unit Price #1 - Fire Station #13 only.

The removal and replacement of damaged or dryrotted wood trim and blocking with wolmanized treated wood. The cost per lineal foot based on a 2 x 8 dimension for the sum of \$3.50 per lineal foot.

2. Unit Price #2 - Fire Station #13 only.

The removal and replacement of rusted out or damaged metal roof decking which is not shown or scheduled to be replaced. The cost per square foot for the sum of \$18.00 per square foot.



## **ARTICLE 5**

### **PROGRESS PAYMENTS**

**5.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**5.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, ~~or as~~  
~~otherwise~~

**5.3** Provided an Application for Payment is received by the Architect not later than the  
the ~~fifth (5th)~~ <sup>thirtieth (30th)</sup> day of a month, the Owner shall make payment to the Contractor not later than  
the ~~fifth (5th)~~ <sup>thirtieth (30th)</sup> day of the same month. If an Application for Payment is received by the  
Architect after the application date fixed above, payment shall be made by the Owner not later than  
days after the Architect receives the Application for Payment.

**5.4** Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**5.5** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**5.6** Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**5.6.1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ~~ten~~ <sup>ten</sup> percent  
( ~~10~~ <sup>10</sup> %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

**5.6.2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~ten~~ <sup>ten</sup> percent ( ~~10~~ <sup>10</sup> %);

**5.6.3** Subtract the aggregate of previous payments made by the Owner; and

**5.6.4** Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

**5.7** The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

**5.7.1** Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to  
~~ninety-five~~ <sup>ninety-five</sup> percent ( ~~95~~ <sup>95</sup> %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

**5.7.2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

**5.8** Reduction or limitation of retainage, if any, shall be as follows: **None.**

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

## **ARTICLE 6**

### **FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, ~~or as follows~~

## **ARTICLE 7**

### **MISCELLANEOUS PROVISIONS**

**7.1** Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**7.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

**7.3** Other provisions:

None.

## **ARTICLE 8**

### **TERMINATION OR SUSPENSION**

**8.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

**8.2** The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.



## **ARTICLE 9**

### **ENUMERATION OF CONTRACT DOCUMENTS**

**9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

**9.1.1** The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

**9.1.2** The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

**9.1.3** The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated July 9, 1990, and are as follows:

Document	Title	Pages
Article 1.1.1.	The Contract Documents	SC-1
Article 1.1.2.	The Contract	SC-1
Article 1.1.3.	The Work	SC-1
Article 1.1.4.	The Project	SC-1
Article 1.2.	Execution, Correlation & Intent	SC-1
Article 2.1.	The Owner	SC-1
Article 3.9.	Superintendent	SC-2
Article 3.13.	Use of Site	SC-2
Article 3.14.	Cutting & Patching of Work	SC-2
Article 4.1.	Architect	SC-2
Article 5.2.	Award of Subcontracts	SC-2
Article 9.2.	Schedule of Values	SC-2
Article 9.3.	Application for Payment	SC-2
Article 9.10.	Final Completion/Final Payment	SC-3

Continued on Attachment A

**9.1.4** The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Pages
Section 01010	Summary of Work	01010-1 through 01010-4
Section 01040	Project Coordination	01040-1 through 01040-3
Section 01045	Cutting and Patching	01045-1 through 01045-2
Section 01090	Definitions & Standards	01090-1 through 01090-3
Section 01300	Submittals	01300-1 through 01300-4
Section 01500	Temporary Facilities	01500-1 through 01500-2
Section 01700	Project Closeout	01700-1 through 01700-2
Section 02070	Selective Demolition	02070-1 through 02070-5
Section 06100	Rough Carpentry	06100-1 through 06100-2
Section 07511	Built-Up Asphalt Roofing	07511-1 through 07511-10
Section 07512	Built-up Coal Tar Roofing	07512-1 through 07512-10
Section 07530	Modified Asphalt Roofing	07530-1 through 07530-8
Section 07600	Flashing & Sheet Metal	07600-1 through 07600-4
Section 07900	Joint Sealers	07900-1 through 07900-2
Section 09900	Painting	09900-1 through 09900-3
Section 10000	Miscellaneous Work	10000-1 through 10000-2

**9.1.5** The Drawings are as follows, and are dated July 9, 1990

unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
<u>Fire Station Number Two (#2)</u>		
KNL2-1	Key Note Legend	July 9, 1990
A-1	Roof Plan	July 9, 1990
A-2	Vent Flashing Detail/ Flue Flashing Detail	July 9, 1990
A-3	Counterflashing Detail	July 9, 1990
A-4	Roof Drain Detail/Gutter Detail	July 9, 1990
A-5	Parapet Detail/Eave Detail	July 9, 1990

Fire Station Number Thirteen (#13)

KNL13-1	Key Note Legend	July 9, 1990
A-1	Roof Plan	July 9, 1990
A-2	Vent Flashing Detail/ Cornice Detail	July 9, 1990
A-3	Roof Membrane Layout Plan/ Expansion Joint Detail	July 9, 1990
A-4	Cornice Detail/Counterflashing Detail	July 9, 1990
A-5	Eave Detail/Roof Detail	July 9, 1990
A-6	Gutter Detail	July 9, 1990

**9.1.6** The Addenda, if any, are as follows:

Number	Date	Pages
Addendum Number One (#1)	July 20, 1990	1 page

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.



Attachment A

<u>Document</u>	<u>Title</u>	<u>Pages</u>
Article 11:	Insurance	SC-3 through SC-4
Article 11.3.	Property Insurance	SC-4
Article 11.4.	Performance Bond/Payment Bond	SC-5
Article 13.1.	Governing Law	SC-5
Article 15	Specifications Explanation	SC-5
Article 16	Manufacturer's Directions	SC-5



**9.1.7** Other documents, if any, forming part of the Contract Documents are as follows:

*(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

1. Proposal dated July 25, 1990.
2. Bid Bond issued by Amwest Surety Insurance Company dated July 23, 1990.
3. Bidder/vendor Anti-Apartheid Certification dated July 25, 1990.
4. Certificate of Non-Segregated Facilities dated July 25, 1990.
5. Certificate in lieu of Financial Statement dated July 25, 1990.
6. Emerging Business Enterprise Commitment Form.
7. Street Barricade Maintenance Information.
8. Contractor's Bid for Public Work dated July 25, 1990.
9. Financial Statement of S.E. Jahn Company, Inc. for years ended 12/31/88 & 12/31/89.
10. Certificates of Insurance.
11. Performance and Material Payment Bond.

APPROVED ☐  
Board of Public Works & Safety

*Michael M. Layton*  
*David M. Layton*

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

CITY OF FORT WAYNE  
Board of Public Works  
One Main Street  
Fort Wayne, IN 46802

OWNER

*(Signature)*

Charles Layton, Chairman  
(Printed name and title)

S.E. Jahn Company, Inc.  
1021 East Wallace Street  
Fort Wayne, IN 46803

CONTRACTOR

*(Signature)*

Steven E. Jahn, President  
(Printed name and title)



# INSTRUCTION SHEET

FOR AIA DOCUMENT A101, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR where the Basis of Payment is a STIPULATED SUM—1987 EDITION

## A. GENERAL INFORMATION

### 1. Purpose

AIA Document A101 is intended for use on construction projects where the basis of payment is a stipulated sum (fixed price). It is suitable for any arrangement between the Owner and Contractor where the cost has been set in advance, either by bidding or by negotiation.

### 2. Related Documents

This document has been prepared for use in conjunction with the 1987 edition of AIA Document A201, General Conditions of the Contract for Construction, which is adopted into A101 by a specific reference. This integrated set of documents is suitable for most projects; however, for projects of limited scope, use of AIA Document A107 may be considered.

The A101 document may be used as one part of the Contract Documents which record the Contract for Construction between the Owner and the Contractor. The other Contract Documents are:

- General Conditions (i.e., A201)
- Supplementary Conditions
- Drawings
- Specifications
- Modifications

Although the AIA does not produce standard documents for Supplementary Conditions, Drawings or Specifications, a variety of model and guide documents are available, including AIA's MASTERSPEC.

### 3. Arbitration

This document incorporates ARBITRATION by adoption of AIA Document A201, which provides for arbitration according to the Construction Industry Arbitration Rules of the American Arbitration Association. Arbitration is BINDING AND MANDATORY in most states and under the federal Arbitration Act. In a minority of states, arbitration provisions relating to future disputes are not enforceable, but arbitration is enforceable if agreed to after the dispute arises. A few states require that the contracting parties be especially notified that the written contract contains an arbitration provision by: a warning on the face of the document, specific placement of the arbitration provision within the document or specific discussions among the parties prior to signing the document.

Arbitration provisions have been included in most AIA contract forms since 1888 in order to encourage alternative dispute resolution procedures and to provide users of AIA documents with legally enforceable arbitration provisions when the parties choose to adopt arbitration into their contract. Individuals may, however, choose to delete the arbitration provisions based upon their business decisions with the advice of counsel. To obtain a copy of the Construction Industry Arbitration Rules, write the American Arbitration Association, 140 West 51st Street, New York, NY 10020.

### 4. Use of Non-AIA Forms

If a combination of AIA documents and non-AIA documents is to be used, particular care must be taken to achieve consistency of language and intent. Certain owners require the use of owner-contractor agreements and other contract forms which they prepare. Such forms should be carefully compared with the standard AIA forms for which they are being substituted before execution of an agreement. If there are any significant omissions, additions or variances from the terms of the related standard AIA forms, both legal and insurance counsel should be consulted.

### 5. Letter Forms of Agreement

Letter forms of agreement are generally discouraged by the AIA, as is the performance of a part or the whole of the Work on the basis of oral agreements or understandings. The standard AIA agreement forms have been developed through more than seventy-five years of experience and have been tested repeatedly in the courts. In addition, the standard forms have been carefully coordinated with other AIA documents.

### 6. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents Price List to determine the current edition of each document.

### 7. Limited License for Reproduction

AIA Document A101 is a copyrighted work and may not be reproduced or excerpted from in substantial part without the express written permission of the AIA. The A101 document is intended to be used as a consumable—that is, the original document purchased by the user is intended to be consumed in the course of being used. There is no implied permission to reproduce this document, nor does membership in The American Institute of Architects confer any further rights to reproduce them.

A limited license is hereby granted to retail purchasers to reproduce a maximum of ten copies of a completed or executed A101, but only for use in connection with a particular Project. A101 may not be reproduced for Project Manuals. Rather, if a user wishes to



include it as an example in a Project Manual, the normal practice is to purchase a quantity of the pre-printed forms and bind one in each of the Project Manuals. Partial modifications, if any, may be accomplished without completing the form by using separate Supplementary Conditions.

Upon reaching agreement concerning the Contract Sum and other conditions, the form may be removed from the manual and such information, except for the signatures, may be added to the blank spaces of the form. The user may then reproduce up to ten copies to facilitate the execution (signing) of multiple original copies of the form, or for other administrative purposes in connection with a particular Project. Please note that at least three original copies of A101 should be signed by the parties as required by the last provision of A101.

## **B. CHANGES FROM THE PREVIOUS EDITION**

### **1. Format Changes**

Two new articles have been added: Article 8, Termination or Suspension; and Article 9, Enumeration of Contract Documents.

### **2. Changes in Content**

The 1987 edition of A101 revises the 1977 edition to reflect changes made in the most recent (1987) edition of A201. It incorporates alterations proposed by architects, contractors, owners and professional consultants. The following are some of the significant changes made to the contents from the 1977 edition of A101:

**Article 1:** A specific statement has been added that the Contract represents the entire agreement between the parties, superseding previous negotiations and writings.

**Article 2:** Space has been provided to describe any exceptions to the description of Contractor's scope of Work.

**Article 3:** In the title of this article, "Time of Commencement" has been changed to "Date of Commencement."

**Article 4:** Space has been provided for insertion of the amounts relating to alternates and unit prices.

**Article 5:** The Progress Payments article has been substantially rewritten and expanded. Detailed directions have been added on how and when payments shall be calculated and applied for.

**Article 6:** Further details have been added to clarify the conditions under which final payment shall be made by the Owner.

**Article 7:** The reference to definitions contained in the Conditions of the Contract has been deleted because the A201 document is now specifically adopted by reference under Article 9.

**Article 8:** This is a new article containing references to the General Conditions.

**Article 9:** This article is new. The A101 Document and the A201 Document are explicitly enumerated as parts of the Contract Documents. Spaces are provided for information specifically identifying the other Contract Documents, including the Supplementary Conditions, Specifications, Drawings and Addenda, if any.

**Signature Page:** It is noted above the signature lines that this agreement is executed on at least three original copies. See the instructions pertaining to Limited License for Reproduction.

## **C. COMPLETING THE A101 FORM**

1. Prospective bidders should be informed of any additional provisions which may be included in A101, such as liquidated damages or provisions for stored materials, by an appropriate notice in the Bidding Documents and the Supplementary Conditions.

2. **Modifications**

Users are encouraged to consult an attorney before completing an AIA document. Particularly with respect to contractor's licensing laws, duties imposed by building codes, interest charges, arbitration and indemnification, this document may require modification with the assistance of legal counsel to fully comply with state or local laws regulating these matters.

Generally, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the form or by Supplementary Conditions, special conditions or amendments included in the Project Manual and referenced in this document. The form may also be modified by striking out language directly on the original pre-printed form. Care must be taken in making these kinds of deletions, however. Under NO circumstances should pre-printed language be struck out in such a way as to render it illegible (as, for example, with blocking tape, correction fluid or X's that completely obscure the text). This may raise suspicions of fraudulent concealment or suggest that the completed and signed document has been tampered with. Handwritten changes should be initialed by both parties to the contract.

It is definitely not recommended practice to retype the standard document. Besides being outside the Limited License for Reproduction granted under these Instructions, retyping can introduce typographical errors and cloud the legal interpretation given to a standard clause when blended with modifications.

Retyping eliminates one of the principal advantages of the standard form documents. By merely reviewing the modifications to be made to a standard form document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good-faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny. In this way, contracting parties can more fairly measure their risks.

3. **Cover Page**

**Date:** The date represents the date the Agreement becomes effective. It may be the date that an oral agreement was reached, the date the Agreement was originally submitted to the owner, the date authorizing action was taken or the date of actual execution. It



will be the date from which the Contract Time is measured unless a different date is inserted under Paragraph 3.1.

**Identification of Parties:** Parties to this Agreement should be identified using the full address and legal name under which the Agreement is to be executed, including a designation of the legal status of both parties (sole proprietorship, partnership, joint venture, unincorporated association, limited partnership or corporation [general, closed or professional], etc.). Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

**Project Description:** The proposed Project should be described in sufficient detail to identify (1) the official name or title of the facility, (2) the location of the site, if known, (3) the proposed building type and usage, and (4) the size, capacity or scope of the Project, if known.

**Architect:** As in the other Contract Documents, the Architect's full legal or corporate titles should be used.

#### **4. Article 1—The Contract Documents**

The Contract Documents must be enumerated in detail in Article 9. The Contractor's bid itself may be incorporated into the Contract; similarly, other bidding documents, bonds, etc., may be incorporated, especially in public work.

#### **5. Article 2—The Work of This Contract**

Portions of the Work which are the responsibility of persons other than the Contractor and which have not been otherwise indicated should be listed here.

#### **6. Article 3—Date of Commencement and Substantial Completion**

The following items should be included as appropriate:

##### **Paragraph 3.1**

The date of commencement of the Work should be inserted if it is different from the date of the Agreement. It should not be earlier than the date of execution (signing) of the Contract. After the first sentence, enter either the specific date of commencement of the Work, or if a notice to proceed is to be used, enter the sentence, "The date of commencement shall be stipulated by the notice to proceed." When time of performance is to be strictly enforced, the statement of starting time should be carefully weighed.

##### **Paragraph 3.2**

The time within which Substantial Completion of the Work is to be achieved may be expressed as a number of days (preferably calendar days) or as a specified date. Any requirements for earlier Substantial Completion of portions of the Work should be entered here if not specified elsewhere in the Contract Documents.

Also insert any provisions for liquidated damages relating to failure to complete on time. Liquidated damages are not a penalty to be inflicted on the Contractor, but must bear an actual and reasonably estimable relationship to the Owner's loss if construction is not completed on time. If liquidated damages are to be assessed because delayed construction will result in actual loss to the Owner, the amount of damages due for each day lost should be entered in the Supplementary Conditions or the Agreement. Factors such as confidentiality or the need to inform Subcontractors about the amount of liquidated damages will help determine the location chosen.

The provision for liquidated damages, which should be carefully reviewed or drafted by the Owner's attorney, may be as follows:

The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially complete: Dollars (\$ ).

For further information on liquidated damages, penalties and bonus provisions, see AIA Document A511, Guide for Supplementary Conditions, Paragraph 9.11.

#### **7. Article 4—Contract Sum**

##### **Paragraph 4.1**

Enter the Contract Sum payable to the Contractor.

##### **Paragraph 4.2**

Identify any alternates described in the Contract Documents and accepted by the Owner. If decisions on alternates are to be made subsequent to execution of A101, attach a schedule showing the amount of each alternate and the date until which that amount is valid.

##### **Paragraph 4.3**

Enter any unit prices, cash allowances or cash contingency allowances.

If unit prices are not covered in greater detail elsewhere in the Contract Documents, the following provision for unit prices is suggested:

The unit prices listed below shall determine the value of extra Work or changes in the Work, as applicable. They shall be considered complete and shall include all material and equipment, labor, installation costs, overhead and profit. Unit prices shall be used uniformly for additions or deductions.

Specific allowances for overhead and profit on Change Orders may be included under this paragraph to forestall disputes over future Change Order costs.

#### **8. Article 5—Progress Payments**

##### **Paragraph 5.2**

Insert the time period covered by each Application for Payment if it differs from the one given.

### **Paragraph 5.3**

Insert the time schedule for presenting Applications for Payment. Insert the day of the month progress payments are due, indicating whether such day is to be in the same or the following month after receipt by the Architect of the relevant Application for Payment.

The last day upon which Work may be included in an Application should normally be no less than 14 days prior to the payment date, in consideration of the 7 days required for the Architect's evaluation of an Application and issuance of a Certificate for Payment and the time subsequently accorded the Owner to make payment in Article 9 of A201. The Contractor may prefer a few additional days to prepare the Application.

Due dates for payment should be acceptable to both the Owner and Contractor. They should allow sufficient time for the Contractor to prepare an Application for Payment, for the Architect to certify payment, and for the Owner to make payment. They should also be in accordance with time limits established by this Article and Article 9 of A201.

### **Subparagraph 5.6.1**

Indicate the percent retainage, if any, to be withheld when computing the amount of each progress payment.

The Owner frequently pays the Contractor 90 percent of the earned sum when payments fall due, retaining 10 percent to ensure faithful performance. These percentages may vary with circumstances and localities. The AIA endorses the practice of reducing retainage as rapidly as possible, consistent with the continued protection of all affected parties. See AIA Document A511, Guide for Supplementary Conditions, for a complete discussion.

### **Subparagraph 5.6.2**

Insert any additional retainage to be withheld from that portion of the Contract Sum allocable to materials and equipment stored at the site.

Payment for materials stored off the site should be provided for in a specific agreement and enumerated in Paragraph 7.3. Provisions regarding transportation to the site and insurance protecting Owner's interests should be included.

### **Subparagraph 5.7.1**

Enter the percentage of the Contract Sum to be paid to the Contractor upon Substantial Completion.

### **Paragraph 5.8**

Describe any arrangements to reduce or limit retainages indicated in Subparagraphs 5.6.1 and 5.6.2, if not explained elsewhere in the Contract Documents.

A provision for reducing retainage should provide that the reduction will be made only if the Architect judges that the Work is progressing satisfactorily. If the Contractor has furnished a bond, demonstration of the surety's consent to reduction in or partial release of retainage must be provided before such reduction is effected. Use of AIA Document G707A is recommended.

## **9. Article 6—Final Payment**

Insert the date by which Owner shall make final payment, if it differs from the one stated.

When final payment is requested, the Architect should ascertain that all claims have been settled or should define those which remain unsettled. The Architect should obtain the Contractor's certification required by Article 9 of A201 and must determine that, to the best of the Architect's knowledge and belief and according to final inspection, the requirements of the Contract have been fulfilled.

## **10. Article 7—Miscellaneous Provisions**

### **Paragraph 7.2**

Enter any agreed-upon interest rate due on overdue payments.

### **Paragraph 7.3**

Insert other provisions here.

## **11. Article 9—Enumeration of Contract Documents**

A detailed enumeration of all Contract Documents must be made in this Article.

## **D. EXECUTION OF THE AGREEMENT**

The Agreement should be executed in not less than triplicate by the Owner and the Contractor. Each person executing the Agreement should indicate the capacity in which they are acting (i.e., president, secretary, partner, etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.



## PROPOSAL

July 25, 1990

To: City of Fort Wayne - Board of Public Works  
One Main Street  
Fort Wayne, Indiana 46802

For: Roof Replacement Construction Work

The undersigned proposes to furnish all labor, materials, equipment, transportation and services required for the removal and reroofing of the of the roofs and all miscellaneous roof work for the roofs above Fire Station Number Two (#2) located at 2023 Taylor Street, Fort Wayne, Indiana 46802 and Fire Station Number Thirteen (#13) located at 1103 East Coliseum Boulevard, Fort Wayne, Indiana 46805, as described below and according to the drawings and specifications prepared by Grinsfelder Associates Architects, Inc., 903 West Berry Street, Fort Wayne, Indiana 46802; our bid being as follows:

Principal Bid Sum Number One (#1)

(Coal tar BUR system/insulated/gravel surface - Roof Areas A and B) - All of the roofing and miscellaneous construction work required for the completion of the roof replacement for Fire Station Number Two (#2) as shown and specified for the sum of:

Forty Thousand Nine Hundred Ninety

and 00/100 dollars.  
(amount in words)

\$ 40,990.00  
(amount in figures)

Principal Bid Sum Number Two (#2)

(Coal tar BUR system/insulated/gravel surface - Roof Area D; SBS modified asphalt roof system/new insulation/granular surface - Roof Areas A, B, and C.) - All of the roofing and miscellaneous construction work required for the completion of the roof replacement for Fire Station Number Thirteen (#13) as shown and specified for the sum of:

Forty Two Thousand Seven Hundred Ninety

and 00/100 dollars.  
(amount in words)

\$ 42,790.00  
(amount in figures)

Principal Bid Sum Number Three (#3)

(Coal tar BUR system/insulated/gravel surface for Fire Station Number Two (#2); Coal tar BUR system/insulated/gravel surface/Roof Area D, and SBS modified asphalt roofing System/Roof Areas A, B, and C for Fire Station Number Thirteen (#13)) - All of the roofing and miscellaneous construction work required for the completion of the roof replacement for both Fire Station Number Two (#2) and Fire Station Number Thirteen (#13) as shown and specified for the sum of:

Eighty Two Thousand Five Hundred

\_\_\_\_\_ and 00 \_\_\_\_\_/100 dollars.  
(amount in words)

\$ 82,500.00  
(amount in figures)

Alternate Principal Bid Sum Number One (#1)

(Asphalt/insulated/gravel surface - Roof Areas A and B) - All of the roofing and miscellaneous construction work required for the completion of the roof replacement for Fire Station Number Two (#2) as shown and specified for the sum of:

Thirty Seven Thousand Nine Hundred

\_\_\_\_\_ and 00 \_\_\_\_\_/100 dollars.  
(amount in words)

\$ 37,900.00  
(amount in figures)

Alternate Principal Bid Sum Number Two (#2)

(Asphalt/insulated/gravel surface - Roof Area D; SBS modified asphalt roof system/new insulation/granular surface - Roof Areas A, B, and C) - All of the roofing and miscellaneous construction work required for the completion of the roof replacement for Fire Station Number Thirteen (#13) as shown and specified for the sum of:

Forty Thousand Nine Hundred

\_\_\_\_\_ and 00 \_\_\_\_\_/100 dollars.  
(amount in words)

\$ 40,900.00  
(amount in figures)



Alternate Principal Bid Sum Number Three (#3)

(Asphalt BUR system, insulated/gravel surface for Fire Station Number Two; asphalt BUR system/insulated/gravel surface/Roof Area D; and SBS modified asphalt roofing system/Roof Areas A, B and C for Fire Station Number Thirteen - All of the roofing and miscellaneous construction work required for the completion of the roof replacement for both Fire Station Number Two (#2) and Fire Station Number Thirteen (#13) as shown and specified for the sum of:

Seventy Seven Thousand Five Hundred

and 00

/100 dollars.

(amount in words)

\$ 77,500.00

(amount in figures)

Informative Bid Number One (#1) - Fire Station Number Two (#2) only - To be included in the Principal Bids Number One (#1), Three (#3), Alternate Principal Bids One (#1), Three (#3).

The cost of a 20 year Owens Corning Fiberglas Corporation, GAF or Manville built-up roofing guarantee, four ply Type 6 fiberglas asphalt felts as shown and specified for the sum of:

One Thousand

and 00

/100 dollars.

(amount in words)

\$ 1,000.00

(amount in figures)

Informative Bid Number Two (#2) - Fire Station Number Thirteen (#13) only - To be included in the Principal Bids Two (#2), Three (#3), Alternate Principal Bids Two (#2), Three (#3)

The cost of a 20 year Owens Corning Fiberglas Corporation, GAF or Manville built-up roof guarantee, four ply Type 6 fiberglas asphalt felts as shown and specified, and the cost of a 15 year Tamko Asphalt Products, GAF or Sieplast SBS Modified Asphalt Roofing System guarantee as shown and specified for the sum of:

One Thousand

and 00

/100 dollars.

(amount in words)

\$ 1,000.00

(amount in figures)

Roofing System Identification

The following manufacturer/specification will be used for Fire Station Number Two (#2).

BUR Manufacturer GAF Building Corporation

Specification Number I O 4 G





Addenda

The undersigned hereby acknowledges receipt of the following Addendum (Addenda) covering revisions to the drawings and/or specifications, the cost of such revisions, if any, being included in the Bid Sum quoted above:

Addendum No. 1 Dated 7/20/90

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Taxes

The undersigned, by his signature below, acknowledges that the above Bid Sum includes all taxes of any nature to be incurred by reason of the proposed work.

Completion Time

The undersigned agrees to begin work within 60 calendar days after the execution of the Contract and to pursue work to "Substantial Completion" suitable for occupancy within 60 calendar days, barring acts of God, fire, civil strife or similar calamities.

Guarantee of Prices

The undersigned agrees to guarantee prices stated in this Proposal for sixty (60) consecutive calendar days from the submittal date, and agrees to enter into formal Agreement with the Owner to perform the above stated work for the above stated Bid Sum at any time within this period should he be notified or award.

Substitutions

Bidder will list below or on signed, attached letterhead any materials, equipment or methods proposed as substituted for those shown or specified. Show change in price (plus or minus) from Bid Sum for each item listed, or mark "no price change" if such be the case. Bidders, in signing their Proposals, agree to furnish materials, equipment and methods as shown and made part of written Owner-Contractor Agreement.

Legal Status of Bidders

Undersigned bidder will receive served or mailed communications at the following legal address:

Street 1021 E. Wallace Street

City Ft. Wayne State IN Zip 46803 Phone 219-456-3494

Undersigned declares his legal status as: \_\_\_\_\_  
Sole Proprietor Partnership XXX Corporation

Organized under the laws of the State of Indiana

Names and Addresses of all Persons  
who are parties to this Proposal:

This Proposal submitted by:

Steven E. Jahn, President  
(name) (title)

S. E. Jahn Co., Inc.  
(firm name)

1021 E. Wallace Street  
(address) Ft. Wayne, IN 46803

Steven E. Jahn, President  
(signature) (title)

Roger L. Rausch, Project Manager  
(name) (title)

Roger L. Rausch  
(signature) (title)

1021 E. Wallace Street  
(address) Ft. Wayne, IN 46803

(signature) (title)

Signed and sealed this 25 day of July, 1990.

END PROPOSAL



**TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID  
BIDDER'S BOND**

**KNOW ALL MEN BY THESE PRESENT:**

That we, S.E. JAHN CO., INC., as principal and

AMWEST SURETY INSURANCE COMPANY

and N/A

as sureties, are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum of  
FIVE PERCENT OF BID (5%) NOT TO EXCEED  
THREE THOUSAND AND NO/100\*\*\*\*\*(\$3,000.00)\*\*\*\*\* dollars.

(\$ 3,000.00\*\*\*\*\*), to be paid to the said City of Fort Wayne, Indiana, or its  
successors or assigns, for the payment of which, well and truly made, we hereby bind ourselves,  
our heirs, successors, executors and administrators, jointly and severally, firmly by these present.

SIGNED AND SEALED at INDIANAPOLIS, IN, this  
23rd day of JULY, 19 90.

The condition of this obligation is such that if the accompanying bid or proposal of  
Fire Station #2, 2023 Taylor St., Ft. Wayne, IN 46802 and

Fire Station #13, 1103 East Colliseum Blvd., Ft. Wayne, IN 46805

Roof Replacement

made this day to the City of Fort Wayne, State of Indiana, is accepted, and the Contract awarded to  
the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into a  
Contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as  
required, then this obligation shall be null and void; otherwise, it shall remain in full force and  
effect.

SIGNED at

this 23rd day of July, 19 90.

Steven E. Jahn  
Steven E. Jahn, President

Sharon E. Calvin  
Sharon E. Calvin, Attorney-In-Fact

J.E. JAHN CO., INC.  
Principal

\* AMWEST SURETY INSURANCE COMPANY  
Surety

\*If signed by an agent, appropriate Power of Attorney shall be attached.

BID BOND ATTACHMENT

NOTE 1: Use this form, if Cashier's or Certified Check accompanies bid.

Enclosed herewith, find Cashier's or Certified Check for \$\_\_\_\_\_ being 5% of the maximum bid herein, made payable to:

THE CITY OF FORT WAYNE, INDIANA

the proceeds of which are to remain the absolute property of said City, if \_\_\_\_\_

BIDDER

shall not within 10 days after Notice of Acceptance of the within bid enter into a written contract and secure said contract by a Performance Bond for the full amount of the contract to the approval of the proper officials of said City.

=====

NOTE 2: Use this form if Bidder's Bond accompanies bids.

Enclosed herewith, find a Bidder's Bond in an amount equal to five percent (5%) of maximum bid herein, subject to the approval of the Board of Public Works and Safety, conditioned as follows:

That if the Board of Public Works and Safety shall award the contract for said work, and if S.E. JAHN CO., INC.

BIDDER

shall enter into a contract and furnish a 100% Performance Bond, as required, within ten days (10) from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void; otherwise, to remain in full force and effect.



POWER NUMBER
<b>E24000</b>
BOND NUMBER
<b>1183588-22</b>
This Power of Attorney has been delivered in connection with the above bond number.



**AMWEST SURETY INSURANCE COMPANY**  
P.O. BOX 4500, WOODLAND HILLS, CA 91365-4500  
(818) 704-1111

VOID IF NOT USED BY:
<b>JANUARY 1, 1991</b>
No Power of Attorney on this form shall be valid as to bonds, undertakings, recognizances or other written obligations in the nature thereof executed on or after said expiration date.

## LIMITED POWER OF ATTORNEY (READ CAREFULLY)

To be used only in conjunction with the bond specified herein.

NAME OF PRINCIPAL: S. E. JAHN CO., INC. PENAL SUM \$ 3,000.00  
NAME OF OBLIGEE: CITY OF FORT WAYNE, IN

This Power of Attorney may not be used in conjunction with any other power of attorney. This Power of Attorney is void if altered or erased. This document is printed on blue paper with black and red ink. This power of attorney bears a raised seal of **AMWEST SURETY INSURANCE COMPANY**. Only originals of this Power of Attorney are valid. No representations or warranties regarding this Power of Attorney may be made by any person other than an authorized officer of **AMWEST SURETY INSURANCE COMPANY**, and must be in writing. Questions or inquiries regarding this Power of Attorney must be addressed to **AMWEST SURETY INSURANCE COMPANY** at the address and telephone number set forth at the top of this Power of Attorney, Attention: Underwriting Department. This Power of Attorney shall be governed by the laws of the State of California. Any power of attorney used in connection with any bond issued by **AMWEST SURETY INSURANCE COMPANY** on or after February 21, 1989 must be on Amwest Form UN-A1007 (REV. 2/89). All other previous power of attorney forms issued by **AMWEST SURETY INSURANCE COMPANY** have been revoked and are of no further force or effect.

KNOW ALL MEN BY THESE PRESENTS, that **AMWEST SURETY INSURANCE COMPANY**, A CALIFORNIA CORPORATION, (the "Company"), does hereby make, constitute and appoint

### SHARON E. CALVIN AS EMPLOYEE OF AMWEST SURETY INSURANCE COMPANY

its true and lawful Attorney(s)-in-Fact, with limited power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto if a seal is required, bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows:

Bid Bonds up to \$250,000;  
Contract, Court & Subdivision Bonds up to \$500,000;  
Small Business Administration Guaranteed Bonds up to \$1,250,000;  
License & Permit Bonds up to \$100,000;  
Miscellaneous Bonds up to \$25,000.

and to bind **AMWEST SURETY INSURANCE COMPANY** thereby. This appointment is made under and by authority of the following provisions of the By-Laws of the Company, which are now in full force and effect:

#### Article III, Section 7 of the By-Laws of **AMWEST SURETY INSURANCE COMPANY**

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of **AMWEST SURETY INSURANCE COMPANY** at a meeting duly held on December 15, 1975.

RESOLVED that the president or any vice-president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president or any vice-president and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president or any vice-president or secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **AMWEST SURETY INSURANCE COMPANY** has caused these presents to be signed by its proper officers, and its corporate

seal to be hereunto affixed this 7 day of December 19 89.



*Gary R. Peterson*  
\_\_\_\_\_  
Gary R. Peterson, President

*Karen G. Cohen*  
\_\_\_\_\_  
Karen G. Cohen, Secretary

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES — ss

On this 7 day of December A.D. 19 89, personally came before me Gary R. Peterson and Karen G. Cohen to me known to be the individuals and officers of **AMWEST SURETY INSURANCE COMPANY**, CALIFORNIA who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid.

This Power of Attorney may not be used in conjunction with any other power of attorney. This Power of Attorney is void if altered or erased. This document is printed on blue paper with black and red ink. This power of attorney bears a raised seal of **AMWEST SURETY INSURANCE COMPANY**. Only originals of this Power of Attorney are valid. No representations or warranties regarding this Power of Attorney may be made by any person other than an authorized officer of **AMWEST SURETY INSURANCE COMPANY**, and must be in writing. Questions or inquiries regarding this Power of Attorney must be addressed to **AMWEST SURETY INSURANCE COMPANY** at the address and telephone number set forth at the top of this Power of Attorney, Attention: Underwriting Department. This Power of Attorney shall be governed by the laws of the State of California. Any power of attorney used in connection with any bond issued by **AMWEST SURETY INSURANCE COMPANY** on or after February 21, 1989 must be on Amwest Form UN-A1007 (REV. 2/89). All other previous power of attorney forms issued by **AMWEST SURETY INSURANCE COMPANY** have been revoked and are of no further force or effect.

KNOW ALL MEN BY THESE PRESENTS, that **AMWEST SURETY INSURANCE COMPANY**, A CALIFORNIA CORPORATION, (the "Company"), does hereby make, constitute and appoint

**SHARON E. CALVIN AS EMPLOYEE OF AMWEST SURETY INSURANCE COMPANY**

its true and lawful Attorney(s)-in-Fact, with limited power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto if a seal is required, bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows:

Bid Bonds up to \$250,000;  
Contract, Court & Subdivision Bonds up to \$500,000;  
Small Business Administration Guaranteed Bonds up to \$1,250,000;  
License & Permit Bonds up to \$100,000;  
Miscellaneous Bonds up to \$25,000.

and to bind **AMWEST SURETY INSURANCE COMPANY** thereby. This appointment is made under and by authority of the following provisions of the By-Laws of the Company, which are now in full force and effect:

Article III, Section 7 of the By-Laws of **AMWEST SURETY INSURANCE COMPANY**

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of **AMWEST SURETY INSURANCE COMPANY** at a meeting duly held on December 15, 1975.

RESOLVED that the president or any vice-president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president or any vice-president and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president or any vice-president or secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **AMWEST SURETY INSURANCE COMPANY** has caused these presents to be signed by its proper officers, and its corporate

seal to be hereunto affixed this 7 day of December 19 89.



*Gary R. Peterson*  
\_\_\_\_\_  
Gary R. Peterson, President

*Karen G. Cohen*  
\_\_\_\_\_  
Karen G. Cohen, Secretary

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES — ss

On this 7 day of December A.D. 19 89, personally came before me Gary R. Peterson and Karen G. Cohen to me known to be the individuals and officers of **AMWEST SURETY INSURANCE COMPANY**, CALIFORNIA who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



(SEAL) *Tia J. Markley*  
\_\_\_\_\_  
Notary Public

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES — ss

**CERTIFICATE**

I, the undersigned, \_\_\_\_\_ secretary of the **AMWEST SURETY INSURANCE COMPANY**, a California corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the By-Laws of the Company and the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at INDIANAPOLIS, IN this 23rd day of JULY 19 90



*Karen G. Cohen*  
\_\_\_\_\_



**Bidder/Vendor**

**Anti-Apartheid Certification**

The undersigned, on behalf of S. E. Jahn Co., Inc., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of

S. E. Jahn Co., Inc., that they  
does not support or endorse the policy of apartheid  
in South Africa.

IN WITNESS WHEREOF, this certification has been  
signed this 25 day of July, 19 90.

S. E. Jahn Co., Inc.

**Name of Bidder/Vendor**

Stan E. Jahn, President

**Name and Title of Person Signing**

## CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

## CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: 7/25, 19 90

S. E. Jahn Co., Inc.

Name of Bidder

By: X

Stan E. Jahn

Title: President

Official Address: (including zip code)

1021 E. Wallace Street

Ft. Wayne, IN 46803



CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Steven E. Jahn, the \_\_\_\_\_  
name  
\_\_\_\_\_  
President of S. E. Jahn Co., Inc.  
position company

HEREBY CERTIFY THAT:

1. That the Financial Statement of said Company, dated the 31  
day of December, 1988, now on file in the  
office of the Board of Public Works and Safety of the City of  
Fort Wayne, Indiana, made a part hereof, is a true and correct  
statement, and, accurately reflects the financial condition of  
said Company, as of the date hereof; and,
2. That I am familiar with the books of said Company, showing its  
financial condition and am authorized to make this certificate  
on its behalf.

DATE: July 25, 1990

Y. Steven E. Jahn  
signature  
\_\_\_\_\_  
President  
title

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said  
County and State, this 25 day of July, 1990.

Roxanne L. Haviland  
notary public  
\_\_\_\_\_  
Roxanne L. Haviland  
printed name of notary

Resident of Allen county.

My commission expires: 9/12/91

EMERGING BUSINESS ENTERPRISE (EBE) COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE EBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. \_\_\_\_\_ The undersigned firm certifies that it is an EBE Contractor.

For EBE specify percentage of the economically disadvantaged individual's ownership \_\_\_\_\_%

B. \_\_\_\_\_ The undersigned certifies that it and \_\_\_\_\_ firm (EBE) have entered a joint venture to perform this contract.

C. \_\_\_\_\_ The undersigned commits \_\_\_\_\_% of the total bid price as a subcontract to Emerging Business Enterprise participation. The EBE firms, which are proposed as subcontractors, are the following:

NAME OF FIRM	ADDRESS	TYPE OF WORK	% TO BE SUBCONTRACTED
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

D. Complete (1.) below. and a Request for Waiver form if the participation goal of 10% for EBES is not to be met.

1. My Company will not meet the participation goals for the following reasons:

\_\_\_\_\_ All work to be doen by our own forces \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheets as necessary.)

Contractor: S. E. Jahn Co., Inc.

By: *Stan E. Jahn*

Its: President

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



## STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this Contract.

Name

Telephone Number

Paul Lichtsinn

447-7756

Roger Rausch

485-0895

S. E. Jahn Co., Inc.

Contractor

Resolution No. \_\_\_\_\_

**CONTRACTORS BID FOR PUBLIC WORKS****PART I**(To be completed for all bids)  
(Please type or print)

Date: 7/25/90

1. Governmental Unit: City of Fort Wayne

2. County: Allen

3. Bidder (Firm): S. E. Jahn Co., Inc.

Address: 1021 E. Wallace Street

City/State: Ft. Wayne, IN 46803

4. Telephone Number: 219-456-3494

5. Agent of Bidder (If applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of City of Fort Wayne (Governmental Unit) in accordance with plans and specifications of said unit for the sum of See Bid Form \$. The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, submit a proposal for each in accordance with the notice.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract. If the bid is to be awarded on a unit basis, the itemization of units shall be shown on a separate attachment. The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

**CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS**  
(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. I.C. 5-16-8-2. I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

**NON-COLLUSION AFFIDAVIT**

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at \_\_\_\_\_ this 25 day of July, 19 90

S. E. Jahn Co., Inc.

(Name of Organization)

By XSten E. JahnPresident  
(Title of Person Signing)**ACKNOWLEDGEMENT**

STATE OF Indiana )  
 ) SS:  
COUNTY OF Allen )



Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete public works project of City of Fort Wayne (Governmental Unit) in accordance with plans and specifications of said unit for the sum of See Bid Form \$. The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, submit a proposal for each in accordance with the notice.

If additional units of material included in the contract are needed, the cost of units must be the same as shown in the original contract. If the bid is to be awarded on a unit basis, the itemization of units shall be shown on a separate attachment. The Contractor and his subcontractors, if any, shall not discriminate against or discriminate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. I.C. 5-16-8-2. I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

### NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such bidding nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

### OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at \_\_\_\_\_ this 25 day of July, 19 90

S. E. Jahn Co., Inc.

(Name of Organization)

By Steven E. Jahn

President

(Title of Person Signing)

### ACKNOWLEDGEMENT

STATE OF Indiana )  
 ) SS:  
COUNTY OF Allen )

Steven E. Jahn

President

(Title)

being duly sworn, deposes and says that he is of the above S. E. Jahn Co., Inc. and that the  
(Name of Organization)

statements contained in the foregoing bid, certification and affidavit are true and correct.

Subscribed and sworn to before me this 25 day of July, 19 90

Roxanne L. Harland  
Notary Public

My Commission Expires: 9/12/91

County of Residence: Allen

**BID OF**

S. E. Jahn Co., Inc.  
(Contractor)

1021 E. Wallace Street

(Address)

Ft. Wayne, IN 46803

**FOR  
PUBLIC WORKS PROJECTS  
OF**

Fire Station #2

2023 Taylor Street  
Fort Wayne, IN 46802

and

Fire Station #13  
1103 East Coliseum Blvd.  
Ft. Wayne, IN 46805

Filed July 25, 1990

Action taken \_\_\_\_\_





## PART II

(Complete sections I, II, III and IV for all state and local public works projects as required by statutes.)

Governmental Unit: City of Fort Wayne  
 Bidder (Firm): S. E. Jahn Co., Inc.  
 Date: July 25, 1990

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

### SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed?

Contract Amount	Class of Work	When Completed	Name and Address of Owner
85,000.00	Roofing	10/86	Coesse School, Columbia City, IN
413,167.00	Roofing	10/88	Jay School Corp., Portland, IN
83,110.00	Roofing	9/88	Carnegie Public Library, Angola, IN
201,900.00	Roofing	9/88	East Allen Co. Schools, Ft. Wayne, IN

2. What public works projects has your organization now in process of construction?

Contract Amount	Class of Work	When to be Completed	Name and Address of Owner
393,800.00	Roofing	9/90	North Judson-San Pierre School, North Judson, IN
264,490.00	Roofing	8/90	Triton Elem. School, Bourbon, IN
138,526.00	Roofing	9/90	Midtowne Crossing, Ft. Wayne, IN
139,860.00	Roofing	3/91	Fairfield Jr./Sr. High School, Goshen, IN

3. Have you ever failed to complete any work awarded to you? no If so, where and why?

4. List references from private firms for which you have performed work.

U. S. Steel, New York, NY-Best Warehouse, New Haven, IN  
Shuttleworth, IN, Huntington, IN  
United Technologies, Howe, IN  
Sealed Power, Auburn, IN  
Naas Foods, Portland, IN

## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. As per plans and specifications
2. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you expect to require a bond.
3. What equipment do you intend to use for the proposed project? As needed
4. Have you made contracts or received offers for all materials within prices used in preparing your proposal? Yes

## SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

## SECTION IV OATH AND AFFIRMATION

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct to the best of my knowledge and belief.

Dated at \_\_\_\_\_ this 25 day of July, 19 90

S. E. Jahn Co., Inc.  
(Name of Organization)

By

Y. Steven E. Jahn

President

(Title of Person Signing)

## ACKNOWLEDGEMENT

STATE OF Indiana )  
COUNTY OF Allen ) SS:

Steven E. Jahn

being duly sworn, deposes and says that he is

President

(Title)

of the above

S. E. Jahn Co., Inc.

(Name of Organization)

and that the

answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 25 day of July, 19 90

Roxanne L. Harland  
Notary Public

My Commission Expires: 9/12/91



Advertisement for Bids  
Notice to Contractors

Notice is hereby given by the Board of Public Works and Safety of the City of Fort Wayne, Indiana that sealed proposals will be received by the Board at its offices in Room 920 in the City-County Building until 9:00 a.m., Eastern Standard Time, on Wednesday, July 25, 1990, at which time, bids shall be publicly opened and read aloud for the following described work:

For the roof replacement, miscellaneous roof work and sheet metal work for Fire Station Number Two (#2) located at 2023 Taylor Street, Fort Wayne, Indiana 46802 and the roof replacement, miscellaneous roof work and sheet metal work for Fire Station Number Thirteen (#13) located at 1103 East Coliseum Boulevard, Fort Wayne, Indiana 46805.

No bid will be accepted from, or Contract awarded to any person, firm or corporation that is in arrears to the City of Fort Wayne, Indiana, upon any debt or Contractor or who has failed to execute, in whole or in part in a satisfactory manner, any Contract with the City; or who is a defaulter as to surety or otherwise upon any obligation to the City of Fort Wayne, Indiana.

Bidders must obtain copy of said drawings and specifications pursuant to submitting their bids, by paying \$25.00 for each set of drawings and specifications not refundable at the office of GRINSFELDER ASSOCIATES ARCHITECTS, INC., 903 West Berry Street, Fort Wayne, Indiana 46802.

The Board reserves the right to reject any and all bids for failure to comply with applicable laws and/or with the Instructions to Bidders. The Board also reserves the right to waive any defect in any bid.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Charles E. Layton, Member  
Michael McAlexander, Member  
Douglas M. Lehman, Member  
BOARD OF PUBLIC WORKS AND SAFETY

ATTEST: Patricia J. Crick, Clerk

PUBLISH: 7/6/90 and 7/13/90 in both newspapers.

Advertisement for Bids  
Notice to Contractors

Notice is hereby given by the Board of Public Works and Safety of the City of Fort Wayne, Indiana that sealed proposals will be received by the Board at its offices in Room 920 in the City-County Building until 9:00 a.m., Eastern Standard Time, on Wednesday, July 25, 1990, at which time, bids shall be publicly opened and read aloud for the following described work:

For the partial roof replacement, miscellaneous roof work and metal roof deck repair for the Police Academy located at 1717 South Lafayette Street, Fort Wayne, Indiana 46803, all in accordance with the drawings and specifications prepared by Grinsfelder Associates Architects, Inc., and on file in the office of the Board of Public Works and Safety of said City.

No bid will be accepted from, or Contract awarded to any person, firm or corporation that is in arrears to the City of Fort Wayne, Indiana, upon any debt or Contractor or who has failed to execute, in whole or in part in a satisfactory manner, any Contract with the City; or who is a defaulter as to surety or otherwise upon any obligation to the City of Fort Wayne, Indiana.

Bidders must obtain copy of said drawings and specifications pursuant to submitting their bids, by paying \$25.00 for each set of drawings and specifications not refundable at the office of GRINSFELDER ASSOCIATES ARCHITECTS, INC., 903 West Berry Street, Fort Wayne, Indiana 46802.

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It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Charles E. Layton, Member  
Michael McAlexander, Member  
Douglas M. Lehman, Member  
BOARD OF PUBLIC WORKS AND SAFETY

ATTEST: Patricia J. Crick, Clerk

PUBLISH: 7/6/90 and 7/13/90 in both newspapers.



S.E. Jahn Roofing, Inc.  
Fort Wayne, Indiana

Compiled Financial Statements

Years Ended December 31, 1989 and 1988





Statements of Retained EarningsS.E. Jahn Roofing, Inc., Fort Wayne, Indiana

	<u>Year Ended December 31,</u>	
	<u>1989</u>	<u>1988</u>
Balance - beginning of year as previously stated	\$ 321,232.98	\$ 284,955.33
Prior period adjustments - Note 9	<u>-0-</u>	<u>(23,831.05)</u>
Balance - beginning of year as restated	321,232.98	261,124.28
Net earnings for the year - Exhibit C	<u>21,111.05</u>	<u>60,108.70</u>
Balance - end of year	<u>\$ 342,344.03</u>	<u>\$ 321,232.98</u>

DULIN, WARD &amp; DOWALD, INC.

See accountants' compilation report and notes to financial statements.

Statements of Earnings

S.E. Jahn Roofing, Inc., Fort Wayne, Indiana

	<u>Year Ended December 31,</u>	
	<u>1989</u>	<u>1988</u>
<u>Contract Revenues - Schedule 1</u>	<u>\$ 1,707,497.76</u>	<u>\$ 2,288,992.93</u>
<u>Costs and Expenses</u>		
Cost of contracts completed -		
Schedule 1	1,373,858.33	1,890,374.27
General and administrative expenses -		
Schedule 2	252,246.12	284,304.87
Interest expense	51,061.96	44,752.10
	<u>1,677,166.41</u>	<u>2,219,431.24</u>
<u>Operating Income</u>	30,331.35	69,561.69
<u>Other Income</u>	11,039.70	8,576.30
<u>Aviation Expenses</u>	<u>(14,448.00)</u>	<u>(16,249.00)</u>
<u>Earnings Before Income Taxes</u>	26,923.05	61,888.99
<u>Income Taxes - Note 7</u>	<u>5,812.00</u>	<u>1,780.29</u>
<u>Net Earnings</u>	<u>\$ 21,111.05</u>	<u>\$ 60,108.70</u>

DULIN, WARD & DEWALD, INC.

See accountants' compilation report and notes to financial statements.



# Statements of Cash Flows

S.E. Jahn Roofing, Inc., Fort Wayne, Indiana

	<u>Year Ended December 31,</u>	
	<u>1989</u>	<u>1988</u>
<u>Cash Flows from Operating Activities</u>		
Net earnings - Exhibit C	\$ 21,111.05	\$ 60,108.70
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation	48,847.41	58,336.87
Provision for bad debts	12,516.01	40,605.94
(Gain) loss on disposition of fixed asset	16,600.00	(156.12)
Changes in assets and liabilities:		
(Increase) in accounts receivable	(122,163.81)	(34,165.19)
(Increase) in refundable income taxes	(16,318.00)	-o-
(Increase) in inventory	(22,207.19)	(25,781.75)
(Increase) decrease in prepaid expenses	832.18	(2,812.67)
(Increase) in deposits	(1,445.15)	(185.00)
(Increase) in costs and estimated earnings in excess of billings on uncompleted contracts	(10,916.26)	(24,239.99)
Increase in accounts payable - trade	121,595.20	30,814.61
Increase (decrease) in employees' payroll deduction and sales tax collected	8,590.04	(51,530.22)
(Decrease) in accrued expenses	(67.75)	(4,330.48)
Increase (decrease) in excess of costs and estimated earnings on uncompleted contracts	(7,128.34)	1,269.26
Increase in deferred income taxes	21,056.00	2,442.29
Net cash provided by operating activities	<u>70,901.39</u>	<u>50,376.25</u>
<u>Cash Flows from Investing Activities</u>		
Purchase of fixed assets	(22,808.79)	(89,985.35)
Proceeds from sale of fixed assets	-o-	27,950.00
Net cash used for investing activities	<u>(22,808.79)</u>	<u>(62,035.35)</u>
<u>Cash Flows from Financing Activities</u>		
Proceeds from long-term liabilities	103,600.00	278,284.86
Principal payments on long-term liabilities	(131,984.54)	(175,738.25)
Net cash provided by (used for) financing activities	<u>(28,384.54)</u>	<u>102,546.61</u>
<u>Net Increase (Decrease) in Cash and Temporary Investments</u>	19,708.06	90,887.51
<u>Cash and Temporary Investments - beginning of year</u>	<u>100,016.89</u>	<u>9,129.38</u>
<u>Cash and Temporary Investments - end of year</u>	<u>\$ 119,724.95</u>	<u>\$ 100,016.89</u>

See accountants' compilation report and notes to financial statements.

Notes to Financial Statements

S.E. Jahn Roofing, Inc., Fort Wayne, Indiana

December 31, 1989 and 1988

1. Summary of Significant Accounting Policies

The Company records profits on fixed-price construction contracts on the percentage-of-completion basis, determined by the ratio of costs incurred to management's estimate of total anticipated costs. As these construction contracts progress, revisions in cost and profit estimates are reflected in the accounting period in which the facts which require the revision become known. If estimated total costs on any contract indicate a loss, the Company provides currently for the total loss anticipated on the contract. The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

For income tax purposes, the Company records profits on construction contracts on the completed contract method. Deferred income taxes have been provided for differences between income for financial reporting and tax purposes.

Revenues from time-and-material contracts are recognized currently as the work is performed.

Inventories are valued at the lower of costs or market with cost being computed by the first-in, first-out method.

The Company follows the policy of providing depreciation on both the straight-line and accelerated methods for both financial reporting and tax purposes over the estimated useful lives of the assets which are as follows:

Building improvements	7 - 31 years
Office equipment	5 - 8 years
Machinery and equipment	4 - 8 years
Transportation equipment	3 - 5 years

## 2. Notes and Installment Loans Payable

	Balance		Interest Rate	Monthly Payment	Due	Security	Book Value at December 31, 1989
	1989	December 31, 1988					
Line of credit	\$ 100,000.00	\$ 88,000.00	Prime plus 1%	None	Demand renewable note	Inventory, accounts receivable and equipment	N/A
Equipment loan	146,795.58	176,663.67	Prime plus 1 1/2%	\$ 4,215.00	July 1, 1993	Inventory, accounts receivable and equipment	N/A
International Harvester loan	6,619.45	15,611.37	12%	\$ 894.94	November 10, 1990	1986 International Truck	\$ -0-
Auto loan	-0-	5,316.35	14.52	\$ 408.93	Paid	1985 Mercedes 190	\$ -0-
Term loan	-0-	91,665.00	9.62	None	Paid	Certificate of Deposit	N/A
Truck loan	3,093.95	5,468.83	9.72	\$ 251.52	January 26, 1991	1987 Ford Truck	\$ 3,990.00
Truck loan	3,093.95	5,468.83	9.72	\$ 251.52	January 26, 1991	1987 Ford Truck	\$ 3,990.00
Term loan	100,000.00	-0-	10.12	None	December 1, 1994	Certificate of Deposit inventory, accounts receivable and equipment	N/A
Installment loan	2,000.00	-0-	10.76%	\$ 94.36	January 25, 1992	Unsecured	N/A
	\$ 361,602.93	\$ 388,193.99					

## 3. Note Payable - Stock Purchase

This note in the amount of \$3,206.52 and \$5,000.00 at December 31, 1989 and 1988, respectively, represents the balance due on the purchase of treasury stock. The note is noninterest bearing and the remaining balance is expected to be paid in the next year.

## 4. Maturities on Long-Term Debt

Maturities on long-term debt over the next five years are as follows:

Year Ended December 31,	Amount
1990	\$ 152,423.42
1991	\$ 40,871.53
1992	\$ 44,765.44
1993	\$ 26,749.06
1994	\$ 100,000.00



## 5. Costs and Estimated Earnings on Uncompleted Contracts

	<u>Year Ended December 31,</u>	
	<u>1989</u>	<u>1988</u>
Costs incurred on uncompleted contracts	\$ 656,107.29	\$ 284,750.37
Estimated earnings	299,753.04	101,931.02
	<u>955,860.33</u>	<u>386,681.39</u>
Less billings to date	<u>874,246.36</u>	<u>323,112.02</u>
	<u>\$ 81,613.97</u>	<u>\$ 63,569.37</u>
Included in the accompanying balance sheet under the following captions:		
Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 87,461.37	\$ 76,545.11
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>(5,847.40)</u>	<u>(12,975.74)</u>
	<u>\$ 81,613.97</u>	<u>\$ 63,569.37</u>

## 6. Accounts Receivable - Officer

The accounts receivable in the amounts of \$116,847.23 and \$117,037.09 at December 31, 1989 and 1988, respectively, represents advances to an officer who is the sole shareholder of the Company. A summary of the activity in this account follows:

	<u>Year Ended December 31,</u>	
	<u>1989</u>	<u>1988</u>
Balance - beginning of year	\$ 117,037.09	\$ 131,659.03
Advances	20,160.99	40,052.16
Payments	<u>(20,350.85)</u>	<u>(54,674.10)</u>
Balance - end of year	<u>\$ 116,847.23</u>	<u>\$ 117,037.09</u>

## 7. Income Taxes

The components of income taxes are as follows:

	<u>Year Ended December 31,</u>	
	<u>1989</u>	<u>1988</u>
Current	\$ (15,244.00)	\$ (662.00)
Deferred	<u>21,056.00</u>	<u>2,442.29</u>
	<u>\$ 5,812.00</u>	<u>\$ 1,780.29</u>

(continued)

## 7. Income Taxes (continued)

Total income tax expense is different from the amount computed by applying the federal graduated rates to earnings before income taxes. The reasons for the differences are as follows:

	<u>Tax Effect</u>		<u>Percentage of</u>	
	<u>Year Ended December 31,</u>		<u>Pre-Tax Income</u>	
	<u>1989</u>	<u>1988</u>	<u>1989</u>	<u>1988</u>
Expected income taxes (credits) at the federal graduated rates	\$ 4,038.46	\$ 10,472.25	15.0 %	16.9 %
Increase (reductions) in taxes resulting from:				
State income tax - net of federal tax benefit	1,773.54	(504.75)	6.6	(.8)
Other	<u>-0-</u>	<u>(8,187.21)</u>	<u>-0-</u>	<u>(13.2)</u>
	<u>\$ 5,812.00</u>	<u>\$ 1,780.29</u>	<u>21.6 %</u>	<u>2.9 %</u>

A reconciliation of cash paid during the years for income taxes is as follows:

	<u>Year Ended December 31,</u>	
	<u>1989</u>	<u>1988</u>
Income tax expense	\$ 5,812.00	\$ 1,780.29
Decrease in accrual	515.00	10,827.10
Increase in refundable	16,318.00	-0-
Increase in deferred income taxes	<u>(21,056.00)</u>	<u>(2,442.29)</u>
<u>Net Taxes Paid</u>	<u>\$ 1,589.00</u>	<u>\$ 10,165.10</u>

## 8. Leases

The Company leases equipment and buildings from the shareholder and another company owned by the shareholder, Woodlands Leasing. The Company charged to rent expense \$59,878.30 and \$60,103.74 for the years ended December 31, 1989 and 1988, respectively, under month-to-month leases with the related parties. Other short-term leases resulted in charges to operations of \$16,840.22 and \$2,898.37 during 1989 and 1988, respectively. The Company accounts for all of these as operating leases.

## 9. Prior Period Adjustments

Retained earnings at the beginning of 1988 has been adjusted to correct two errors on the 1987 financial statements. Included in operations for 1987 was \$36,673.00 from an insurance audit premium which was received and paid in 1988 but should have been expensed in 1987. Management also determined that \$3,733.05 included in accounts receivable were bad debts deemed uncollectible and should have been written off in 1987. Had the misstatements not been made, net income for 1987 would have been decreased by \$23,831.05 net of income taxes of \$16,575.00.

## 10. Account Receivable - Woodlands

This account receivable in the amount of \$145,562.49 and \$153,803.00 at December 31, 1989 and 1988, respectively, represents the balance due from a related corporation. A summary of the activity in this account follows:

	<u>Year Ended December 31,</u>	
	<u>1989</u>	<u>1988</u>
Balance - beginning of year	\$ 153,803.00	\$ 138,900.19
Advances	-0-	14,902.81
Payments	<u>(8,240.51)</u>	<u>-0-</u>
Balance - end of year	<u>\$ 145,562.49</u>	<u>\$ 153,803.00</u>

## 11. Interest Expense

A reconciliation of cash paid during the years for interest is as follows:

	<u>Year ended December 31,</u>	
	<u>1989</u>	<u>1988</u>
Interest expense	\$ 51,061.96	\$ 44,752.10
(Increase) decrease in accrual	<u>4,180.25</u>	<u>(8,593.72)</u>
<u>Cash Interest Paid</u>	<u>\$ 55,242.21</u>	<u>\$ 36,158.38</u>



Statements of Gross Profit

S.E. Jahn Roofing, Inc., Fort Wayne, Indiana

	<u>Year Ended December 31,</u>	
	<u>1989</u>	<u>1988</u>
<u>Contract Revenues - Note 1</u>	<u>\$ 1,707,497.76</u>	<u>\$ 2,288,992.93</u>
<u>Cost of Contracts Completed</u>		
Materials	572,241.16	836,404.72
Labor	243,633.18	272,076.20
Overhead:		
Commissions	82,644.85	105,527.13
Depreciation - Note 1	37,643.76	42,297.46
Equipment rental - Note 8	15,202.92	13,059.12
Gas and oil	9,743.59	8,095.97
Insurance - general	48,461.34	35,878.15
Insurance - group	12,498.67	10,594.93
Licenses, fees and permits	5,544.54	4,269.65
Miscellaneous job costs	92,626.76	66,141.77
Rent - buildings - Note 8	44,494.66	37,637.36
Repairs and maintenance	9,369.86	15,486.18
Small tools	3,561.15	3,772.34
Subcontract	123,345.78	370,400.82
Supplies	3,430.39	1,733.07
Taxes - payroll	35,464.11	36,137.17
Taxes - property	7,901.11	5,905.89
Travel expense	2,393.52	5,625.64
Truck expense	19,765.67	13,479.75
Uniform rental	1,447.70	2,597.78
Utilities	2,443.61	3,253.17
	<u>557,983.99</u>	<u>781,893.35</u>
<u>Total Costs of Contracts Completed</u>	<u>1,373,858.33</u>	<u>1,890,974.27</u>
<u>Gross Profit</u>	<u>\$ 333,639.43</u>	<u>\$ 398,618.66</u>

See accountants' compilation report and notes to financial statements.

Statements of General and Administrative Expenses

S.E. Jahn Roofing Inc., Fort Wayne, Indiana

	<u>Year Ended December 31,</u>	
	<u>1989</u>	<u>1988</u>
Advertising	\$ 18,326.68	\$ 23,659.84
Auto expenses	2,794.11	7,212.05
Bad debts	12,516.01	40,605.94
Bid expenses	64.00	1,048.95
Conferences and training	1,542.06	2,685.13
Contributions	257.08	1,780.00
Depreciation - Note 1	11,203.65	16,039.41
Dues and subscriptions	1,897.50	1,495.13
Equipment rental - Note 8	7,792.54	1,910.93
Insurance - general	21,599.53	14,167.65
Insurance - group	5,090.49	4,794.92
Legal and professional	4,934.25	9,597.59
Office supplies	8,433.71	12,032.78
Rent - building - Note 8	9,228.40	10,394.70
Repairs and maintenance	8,601.66	6,545.11
Salaries and wages	100,792.20	99,575.22
Taxes - other	7,083.40	1,881.22
Taxes - payroll	8,565.51	8,126.44
Taxes - property	1,975.28	1,968.63
Telephone	10,001.61	7,991.11
Temporary labor	520.00	1,800.00
Travel and entertainment	6,344.08	6,493.38
Utilities	2,682.37	2,498.74
	<u>\$ 252,246.12</u>	<u>\$ 284,304.87</u>

See accountants' compilation report and notes to financial statements.



Read the first time in full and on motion by Henry, seconded by Sandra, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_, day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 8-28-90

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the ~~third~~ time in full and on motion by Henry, seconded by Bradbury, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>			<u>2</u>
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA				<u>✓</u>
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO				<u>✓</u>

DATED: 9-11-90

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. A-217-90 on the 11th day of September, 1990,

Sandra E. Kennedy ATTEST  
SANDRA E. KENNEDY, CITY CLERK

SEAL  
Charles S. Ruel  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of September, 1990 at the hour of 2:00 o'clock P. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of September, 1990, at the hour of 5:30 o'clock P. M., E.S.T.

Paul Helmke  
PAUL HELMKE, MAYOR



BILL NO. S-90-08-25

REPORT OF THE COMMITTEE ON FINANCE

THOMAS C. HENRY, CHAIRMAN  
DONALD J. SCHMIDT, VICE CHAIRMAN  
BRADBURY, BURNS, GIAQUINTA

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract FOR  
ROOF REPLACEMENT FOR THE FORT WAYNE FIRE DEPARTMENT: FIRE  
STATION NUMBER TWO (#2), AND FIRE STATION NUMBER THIRTEEN (#13)  
between S.E. JAHN COMPANY, INC. and the City of Fort Wayne,  
Indiana, in connection with the Board of Public Works and Safety

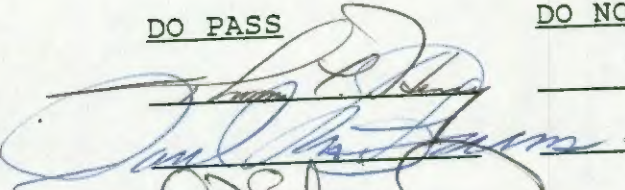
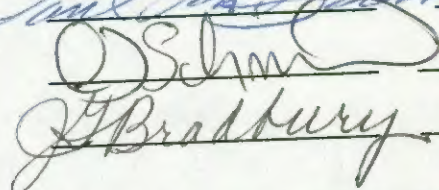
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~)X UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (~~RESOLUTION~~)X

DO PASS

DO NOT PASS

ABSTAIN

NO REC

DATED: 9-11-90.

Sandra E. Kennedy  
City Clerk

Admn. Appr. \_\_\_\_\_

TITLE OF ORDINANCE Contract for Roof Replacement for the Fort Wayne Fire Department; Fire Station Number Two (#2), and Fire Station Number Thirteen (#13)  
DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract is for Roof Replacement for the Fort Wayne Fire Department; Fire Station Number Two (#2), 2023 Taylor Street, Fort Wayne, Indiana 46802, and Fire Station Number Thirteen (#13), 1103 East Coliseum Boulevard, Fort Wayne, Indiana 46805.

**PRIOR APPROVAL IS BEING REQUESTED 8/28/90**

*S-50-08-25*

EFFECT OF PASSAGE Improved roof replacement at above locations.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$82,500.00

ASSIGNED TO COMMITTEE \_\_\_\_\_